

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

YAN WANG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DADA NEXUS LIMITED, JEFF
HUIJIAN HE, BECK ZHAOMING
CHEN, LAURA MARIE BUTLER,
BAOHONG SUN, JIAN HAN, AND
JD.COM, INC.

Defendants.

Case No. 2:24-cv-00239-SVW-BFM

Hon. Stephen V. Wilson

CLASS ACTION

STIPULATION OF SETTLEMENT

This Stipulation of Settlement dated as of October 14, 2024 (together with all Exhibits hereto, “Stipulation”), which is entered into, by and through their undersigned attorneys, between (i) Lead Plaintiff Senthil Subramanian and named plaintiff Yan Wang (“Plaintiffs”), on behalf of themselves and the Settlement Class (as defined herein); (ii) Defendant Dada Nexus Limited (“Dada” or “Company”);

1 and (iii) Defendant JD.com, Inc. (“JD”), states all of the terms of the settlement and
2 resolution of this matter, and is intended to fully and finally compromise, settle,
3 release, resolve, remise, discharge, and dismiss with prejudice the Released Claims
4 (as defined herein) against Dada, JD, and the Released Parties (as defined herein)
5 for the consideration specified, as set forth below.

6 Throughout this Stipulation, all terms used with initial capitalization, but not
7 immediately defined, shall have the meanings ascribed to them in Paragraph 1
8 below.

9 **WHEREAS:**

10 **A. Litigation History**

11 On January 10, 2024, named Plaintiff Yan Wang filed the initial complaint
12 in the above-captioned action, alleging violations of Sections 10(b) and 20(a) of the
13 Securities Exchange Act of 1934 (“Exchange Act”). (Dkt. No. 1).

14 On April 5, 2024, the Court appointed Senthil Subramanian as the Lead
15 Plaintiff and Lead Plaintiff’s choice of counsel, The Rosen Law Firm, P.A., as Lead
16 Counsel. (Dkt. No. 36).

17 At the April 8, 2024 status conference, the Court ordered that Plaintiffs’
18 amended complaint be due on or before June 7, 2024, Dada’s response due on or
19 before July 22, 2024, Plaintiffs’ opposition to Dada’s motion to dismiss, if any, due
20 on or before July 30, 2024 and Dada’s reply in furtherance of its motion to dismiss
21 due on or before August 6, 2024, with a hearing on August 12, 2024. (Dkt. No. 38).

22 On June 7, 2024, according to the Court’s order, Plaintiffs filed the amended
23 class action complaint and added JD, Laura Marie Butler (“Butler”), Baohong Sun
24 (“Sun”), and Jian Han (“Han”) as defendants. (Dkt. No. 41).

25 On June 12, 2024, according to the Court’s orders on June 10 and 12, 2024,
26 Plaintiffs filed the corrected amended class action complaint, (“Complaint,” Dkt.
27 No. 45), correcting a clerical error in the caption of the June 7, 2024 amended
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1 complaint. The Complaint added Defendants Butler, Sun, and Han to the caption of
2 the amended complaint.

3 Shortly after Plaintiffs filed the Complaint, the Settling Parties began to
4 discuss mediation to settle the claims in this Action. On July 8, 2024, Lead Counsel,
5 on behalf of Plaintiffs and Dada, filed the Joint Stipulation to Stay the Action
6 Pending Mediation, requesting the Court to stay the time for Dada to answer, move,
7 or otherwise respond including bringing any motion pursuant to Federal Rule of
8 Civil Procedure 12 until August 30, 2024, to allow for a mediation before JAMS
9 mediator Honorable S. James Otero (Ret.), and any subsequent negotiations. (Dkt.
10 Nos. 50). On July 18, 2024, the Court entered the order staying the Action
11 accordingly. (Dkt. Nos. 51)

12 **B. Mediation and Settlement**

13 On August 14, 2024, Plaintiffs, Dada, and JD participated in a mediation
14 before Judge Otero, a well-respected and experienced mediator, to assist them in
15 exploring a potential negotiated resolution of the claims against Defendants. The
16 mediation was preceded by the exchange of mediation statements and materials.
17 Although the mediation session ended without resolution, in the days following the
18 mediation, Plaintiffs, Dada, and JD continued negotiations with Judge Otero's
19 assistance. In the week after the mediation, Judge Otero issued a mediator's
20 proposal of \$4.8 million (four million eight hundred thousand dollars) to resolve
21 this matter, which Plaintiffs, Dada, and JD accepted.

22 On August 30 2024, pursuant to the Court's July 18, 2024 Order (Dkt. No.
23 51), Plaintiffs filed a status update informing the Court that "the Parties ha[d]
24 reached a settlement in principle that will resolve all claims in the . . . class action."
25 (Dkt. No. 52.) The status update requested that the Court stay all proceedings and
26 reported that Plaintiffs anticipated filing a motion for preliminary approval of the
27 proposed class action settlement and the settlement agreement within 45 days. (Dkt.
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No. 52). On September 11, 2024 the Court granted the Settling Parties' request. (Dkt. No. 54).

This Stipulation memorializes the agreement between the Settling Parties to fully and finally settle the Action and to fully release all Released Claims against Dada, JD, and the Released Parties with prejudice in return for the consideration specified herein.

C. Dada's and JD's Denial of Wrongdoing and Liability

Throughout this Action, Dada and JD have denied, and continue to deny, any and all allegations of fault, liability, wrongdoing, or damages whatsoever arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Dada and JD have denied, and continue to deny, the allegations that any Plaintiff or Settlement Class Member has suffered damages or was harmed by any of the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Dada and JD maintain that they have meritorious defenses to all claims in the Action. Dada and JD continue to believe the claims asserted against them in the Action are without merit and have agreed to enter into the Settlement set forth in this Stipulation solely to avoid the expense, distraction, time and uncertainty associated with the Action.

Dada and JD have concluded that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Dada and JD also have taken into account the risks inherent in any litigation, especially in complex cases such as this Action. Dada and JD have therefore determined that it is desirable and beneficial to them that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

D. Plaintiffs' Claims and Benefits of Settlement

Plaintiffs believe that the claims they asserted in the Action on their own behalf and on behalf of the putative Class have merit. Plaintiffs, however, recognize

1 and acknowledge the expense and length of continued proceedings necessary to
2 prosecute the Action against Defendants through trial and appeals. Plaintiffs have
3 also taken into account the uncertain outcome and the inherent risks of this and any
4 complex class litigation. In particular, Plaintiffs have considered the early
5 procedural posture of this Action, recognizing that even if they were successful in
6 defeating Dada's and JD's anticipated motion to dismiss the Complaint, they would
7 still face significant challenges. These include inherent problems of proof, potential
8 defenses to the federal securities law violations asserted in the Action, discovery
9 complexities involving Defendants and witnesses primarily located in China, and
10 extreme difficulty in enforcing a U.S. judgment in China—all of which pose
11 formidable hurdles to a more favorable resolution. Plaintiffs have determined,
12 therefore, that the Settlement set forth in this Stipulation is fair, adequate,
13 reasonable, and in the best interests of the Settlement Class.

14 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**
15 by and among Plaintiffs (on behalf of themselves and each of the Settlement Class
16 Members) and Dada and JD, by and through their respective undersigned counsel,
17 that, subject to the approval of the Court, in consideration of the benefits flowing to
18 the Parties from the Settlement set forth herein, the Action shall be dismissed with
19 prejudice, and the Released Claims shall be finally and fully released as against the
20 Released Parties, upon and subject to the terms and conditions of this Stipulation,
21 as follows:

22 **1. Definitions**

23 In addition to the terms defined above, the following capitalized terms, used
24 in this Stipulation, shall have the meanings specified below:

25 1.1. "Action" means the putative class action captioned *Wang v.*
26 *Dada Nexus Limited, et al.*, Case No. 2:24-cv-00239-SVW-BFM (C.D. Cal.).
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1 1.2. “Administrative Costs” means all costs and expenses associated
2 with providing notice of the Settlement to the Settlement Class and otherwise
3 administering or carrying out the terms of the Settlement. Such costs may include,
4 without limitation: escrow agent costs, the costs of publishing and disseminating
5 the Notice, the costs of printing and mailing the Notice and Claim Form, as directed
6 by the Court, and the costs of allocating and distributing the Net Settlement Fund
7 to the Authorized Claimants. Such costs do not include legal fees.

8 1.3. “Authorized Claimant” means any Settlement Class Member
9 who is a Claimant and whose claim for recovery has been allowed pursuant to the
10 terms of this Stipulation, the exhibits hereto, and any order of the Court.

11 1.4. “Award to Plaintiffs” means the requested reimbursement to
12 Plaintiffs for their reasonable time, costs and expenses directly related to Plaintiffs’
13 representation of the Settlement Class in the Action.

14 1.5. “Business Day” means any day except Saturday, Sunday, or any
15 legal holiday as defined by Federal Rule of Civil Procedure 6(a)(6).

16 1.6. “Claimant” means any Settlement Class Member who files a
17 Claim Form in such form and manner, and within such time, as the Court shall
18 permit.

19 1.7. “Claim Form” means the Proof of Claim and Release Form to
20 be submitted by Claimants, substantially in the form attached hereto as Exhibit A-
21 2.

22 1.8. “Claims” means any and all manner of claims, debts, demands,
23 controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights,
24 duties, judgments, sums of money, suits, contracts, agreements, promises, damages,
25 causes of action and liabilities, of every nature and description in law or equity
26 (including, but not limited to, any claims for damages, whether compensatory,
27 special, incidental, consequential, punitive, exemplary or otherwise, injunctive
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1 relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’
2 fees, expert or consulting fees, costs, or expenses), accrued or unaccrued, known or
3 unknown, arising under federal, state, common, administrative, or foreign law, or
4 any other law, rule, or regulation.

5 1.9. “Claims Administrator” means Strategic Claims Services,
6 which shall administer the Settlement.

7 1.10. “Court” means the United States District Court for the Central
8 District of California, or if this Action is transferred to another court, the transferee
9 court.

10 1.11. “Dada’s and JD’s Counsel” means Skadden, Arps, Slate,
11 Meagher & Flom LLP.

12 1.12. “Defendants” means Dada Nexus Limited, Jeff Huijian He,
13 Beck Zhaoming Chen, Laura Marie Butler, Baohong Sun, Jian Han, and JD.com,
14 Inc.

15 1.13. “Escrow Account” means an interest-bearing escrow account
16 established by the Escrow Agent. The Escrow Account shall be managed by the
17 Escrow Agent, subject to the Court’s supervisory authority, for the benefit of
18 Plaintiffs and the Settlement Class in accordance with the terms of the Stipulation
19 and any order of the Court.

20 1.14. “Escrow Agent” means Strategic Claims Services or its
21 appointed agents. The Escrow Agent shall perform the duties set forth in this
22 Stipulation and any order of the Court.

23 1.15. “Effective Date” shall have the meaning set forth in ¶10.5 of this
24 Stipulation.

25 1.16. “Fee and Expense Application” shall have the same meaning set
26 forth in 8.1 of this Stipulation.

1.17. “Fee and Expense Award” shall have the meaning set forth ¶7.2(c) of this Stipulation.

1.18. “Final” when referring to the Final Judgment means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Final Judgment, and (ii) if an appeal or request for review is filed, the day after the date the appeal or request for review is dismissed, or the Final Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by *certiorari* or otherwise; provided, however, that any dispute or appeals relating solely to the Fee and Expense Application, Fee and Expense Award, or the Plan of Allocation shall have no effect on finality for purposes of determining the date on which the Final Judgment becomes Final.

1.19. “Final Judgment” means the order and judgment to be entered by the Court finally approving the Settlement, materially in the form attached hereto as Exhibit B.

1.20. “Lead Counsel” means The Rosen Law Firm, P.A.

1.21. “Long Notice” means the Notice of Pendency and Proposed Settlement of Class Action, substantially in the form attached hereto as Exhibit A-1.

1.22. “Net Settlement Fund” means the Settlement Fund, less: (i) the Fee and Expense Award; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) other fees and expenses authorized by the Court.

1.23. “Notice” means collectively, the Long Notice, the Summary Notice, and the Postcard Notice, which are to be made available to Settlement Class Members substantially in the forms attached hereto as Exhibits A-1, A-3, and A-4, respectively, on the Claims Administrator’s website and/or mailed to Settlement Class Members.

1 1.24. “Party” means any one of, and “Parties” means all of
2 Defendants and Plaintiffs (individually and on behalf of the Settlement Class).

3 1.25. “Person” means an individual, corporation, fund, limited
4 liability corporation, professional corporation, limited liability partnership,
5 partnership, limited partnership, association, joint stock company, estate, legal
6 representative, trust, unincorporated association, government or any political
7 subdivision or agency thereof, and any business or legal entity and their spouses,
8 heirs, predecessors, successors, representatives, or assigns.

9 1.26. “Plaintiffs” means Senthil Subramanian and Yan Wang.

10 1.27. “Plan of Allocation” means a plan or formula for allocating the
11 Settlement Fund to Authorized Claimants after payment of Administrative Costs,
12 Taxes and Tax Expenses, and such attorneys’ fees, costs, and expenses as may be
13 awarded by the Court.

14 1.28. “Postcard Notice” means the Postcard Notice, substantially in
15 the form attached hereto as Exhibit A-4, alerting potential Settlement Class
16 Members to the availability of the Long Notice and containing instructions on how
17 Settlement Class Members can obtain copies of the Long Notice and Claim Form
18 either by electronic means or by mail.

19 1.29. “Preliminary Approval Order” means an order preliminarily
20 approving the Settlement and directing notice thereof to the Settlement Class,
21 substantially in the form of the proposed order attached hereto as Exhibit A.

22 1.30. “Related Parties” means, with respect to each Released Party,
23 the immediate family members, employees, officers, directors, attorneys, legal
24 representatives, insurers, reinsurers, and agents of each of them, and any person or
25 entity which is or was related to or affiliated with any Released Party or in which
26 any Released Party has a controlling interest, and their present and former parents,
27 subsidiaries, variable interest entities, divisions, affiliates, employees, officers,
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1 directors, attorneys, legal representatives, insurers, reinsurers, and agents, and the
2 predecessors, heirs, administrators, successors and assigns of all the foregoing.

3 1.31. “Released Claims” means and includes any and all Claims and
4 Unknown Claims (as defined in ¶1.45) that have been or could have been asserted
5 by or on behalf of any of the Releasing Parties, in any capacity, which arise out of,
6 are based upon, or relate in any way to the allegations, acts, transactions, facts,
7 events, matters, occurrences, representations or omissions involved, set forth,
8 alleged or referred to, in this Action, or which could have been alleged in this
9 Action. Notwithstanding the foregoing, “Released Claims” does not include claims
10 to enforce the terms of this Stipulation or orders or judgments issued by the Court
11 in connection with this Settlement.

12 1.32. “Released Parties” means Defendants and each and all of their
13 Related Parties, their respective families, parent entities, associates, affiliates or
14 subsidiaries, and each and all of their respective past, present or future officers,
15 directors, stockholders, agents, representatives, employees, attorneys, financial or
16 investment advisors, advisors, insurers, co-insurers and reinsurers, heirs, executors,
17 general or limited partners or partnerships, personal or legal representatives, estates,
18 administrators, predecessors, successors and assigns.

19 1.33. “Releasing Parties” means Plaintiffs, each and every Settlement
20 Class Member and each of their respective parent entities, associates, affiliates,
21 subsidiaries, predecessors, successors, assigns, attorneys, immediate family
22 members, heirs, representatives, administrators, executors, devisees, legatees, and
23 estates, whether or not they object to the Settlement set forth in this Stipulation, and
24 whether or not they make a claim for payment from the Net Settlement Fund.

25 1.34. “Settlement” means the settlement contemplated by this
26 Stipulation.

1 1.35. "Settlement Amount" means the Settlement consideration for a
2 full and complete settlement of the Released Claims being paid by Dada, JD, and/or
3 their respective insurance carrier(s) in the amount of four million eight hundred
4 thousand dollars (\$4,800,000).

5 1.36. "Settlement Class" means all Persons and entities who
6 purchased publicly traded Dada American Depositary Shares ("ADS") between
7 March 9, 2023 and April 22, 2024, both dates inclusive, and who were damaged
8 thereby. Excluded from the Settlement Class are: (a) Persons who suffered no
9 compensable losses; (b) Defendants; the present and former officers, directors, and
10 affiliates of Dada and JD at all relevant times; immediate family members, legal
11 representatives, heirs, successors or assigns of any excluded person or entity; and
12 any entity affiliated with any excluded person or in which any excluded person or
13 entity has a controlling interest; and (c); Persons who file valid and timely requests
14 for exclusion from the Settlement Class in accordance with the Preliminary
15 Approval Order.

16 1.37. "Settlement Class Member" means any one of, and "Settlement
17 Class Members" means all of, the members of the Settlement Class.

18 1.38. "Settlement Class Period" means the period from March 9, 2023
19 through April 22, 2024, both dates inclusive.

20 1.39. "Settlement Distribution Order" means the Order approving the
21 Claims Administrator's administrative determinations concerning the acceptance
22 and rejection of the claims submitted by potential Settlement Class Members;
23 approving of any fees and expenses not previously applied for, including the fees
24 and expenses of the Claims Administrator; and directing the distribution of the Net
25 Settlement Fund to Authorized Claimants.

1 1.40. "Settlement Fund" means the Settlement Amount before any of
2 the expenditures authorized herein, the payment of which will reduce it as described
3 in the Net Settlement Fund, definition *supra*.

4 1.41. "Settlement Hearing" means the hearing at or after which the
5 Court will make a final decision pursuant to Rule 23 of the Federal Rules of Civil
6 Procedure as to whether the Settlement contained in the Stipulation is fair,
7 reasonable and adequate, and therefore, should receive final approval from the
8 Court.

9 1.42. "Settling Parties" means Plaintiffs, Dada, and JD.

10 1.43. "Summary Notice" means the Summary Notice of Pendency
11 and Proposed Class Action Settlement that the Claims Administrator will cause to
12 be published, substantially in the form attached hereto as Exhibit A-3.

13 1.44. "Taxes" and "Tax Expense" means: (i) all federal, state, and/or
14 local taxes of any kind on any income earned by the Settlement Fund, together with
15 any interest, penalties, or additions to tax imposed with respect to them; and (ii) the
16 reasonable and necessary costs and expenses incurred in connection with the
17 implementation of ¶4.1 of the Stipulation, including, without limitation, the
18 reasonable and necessary costs and expenses of tax attorneys and accountants.

19 1.45. "Unknown Claims" means and includes (i) any and all
20 Settlement Class Claims that Plaintiffs or any Settlement Class Member do not
21 know or suspect to exist in his, her or its favor at the time of the release of the
22 Released Parties which, if known by him, her or it, might have affected his, her or
23 its decision(s) with respect to the Settlement, or might have affected his, her or its
24 decision not to object to this Settlement or seek exclusion from the Class; and (ii)
25 any and all Claims that any Defendant or Released Party does not know or suspect
26 to exist in his, her, or its favor, which if known by him, her, or it might have affected
27 his, her, or its decision(s) with respect to the Settlement. With respect to the
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1 Released Claims, the Settling Parties stipulate and agree that upon the Effective
2 Date, Plaintiffs, Dada, and JD shall expressly waive, and each Settlement Class
3 Member and Released Party shall be deemed to have waived, and by operation of
4 the Judgment shall have expressly waived any and all provisions, rights and benefits
5 conferred by any law of any state or territory of the United States or principle of
6 common law, that is similar, comparable, or equivalent to California Civil Code §
7 1542, which provides:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her
10 favor at the time of executing the release and that, if known by
11 him or her, would have materially affected his or her settlement
12 with the debtor or released party.

13 Plaintiffs, Defendants and Settlement Class Members may hereafter discover
14 facts in addition to or different from those which he, she or it now knows or believes
15 to be true with respect to the subject matter of the Released Claims, but Plaintiffs
16 shall expressly, fully, finally, and forever settle and release, and each Settlement
17 Class Member, upon the Effective Date, shall be deemed to have, and by operation
18 of the Judgment shall have, fully, finally, and forever settled and released, and the
19 Released Parties shall expressly, fully, finally, and forever settle and release any
20 and all Released Claims, in each case known or unknown, suspected or unsuspected,
21 contingent or non-contingent, disclosed or undisclosed, matured or unmatured,
22 whether or not concealed or hidden, which now exist, or heretofore have existed,
23 upon any theory of law or equity now existing or coming into existence in the future,
24 including, but not limited to, conduct which is negligent, intentional, with or
25 without malice, or a breach of any duty, law or rule, without regard to the
26 subsequent discovery or existence of such different or additional facts. The Settling
27 Parties acknowledge, and the Settlement Class Members and the Released Parties
28 by operation of law shall be deemed to have acknowledged, that the inclusion of

1 “Unknown Claims” in the definition of Released Claims was separately bargained
2 for and a material element of the Settlement.

3 **2. The Settlement Consideration**

4 2.1. In consideration of the full and final release, settlement, and
5 discharge of all Released Claims against the Released Parties, Dada, JD, and/or
6 their respective insurance carrier(s) shall pay or cause to be paid the Settlement
7 Amount to the Escrow Agent for deposit into the Settlement Fund within fourteen
8 (14) days after the later of: (i) the Court granting Preliminary Approval of the
9 Settlement, and (ii) transmission to Dada’s and JD’s Counsel of complete payment
10 instructions, including bank name and ABA routing number, and a signed Form W-
11 9 providing tax identification number for the Escrow Account.

12 2.2. The obligations incurred pursuant to this Agreement shall be in
13 full and final disposition and settlement of all Released Claims. Plaintiffs and
14 Settlement Class Members shall look solely to the Settlement Fund as full, final,
15 and complete satisfaction of all Released Claims. Under no circumstances will
16 Defendants be required to pay, or cause payment of, more than the Settlement
17 Amount pursuant to this Stipulation or the Settlement for any reason whatsoever,
18 including, without limitation, as Administrative Costs, as compensation to any
19 Settlement Class Member, as payment of Plaintiffs’ or any Settlement Class
20 Member’s attorneys’ fees and expenses, or in payment of any fees, expenses, costs,
21 liability, losses, Taxes, or damages whatsoever alleged or incurred by Plaintiffs, any
22 Settlement Class Member or Lead Counsel, including but not limited to their
23 attorneys, experts, advisors, agents, or representatives.

24 **3. Handling and Disbursement of Funds by the Escrow Agent**

25 3.1. No monies will be disbursed from the Settlement Fund prior to
26 the Effective Date except:

27 (a) As provided in ¶3.4 below;
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- 1 (b) As provided in ¶8.2 below;
- 2 (c) As provided in ¶10.10 below, if applicable; and
- 3 (d) To pay Taxes and Tax Expenses (as defined in ¶4.1
- 4 below).

5 3.2. The Escrow Agent shall invest the Settlement Fund in short term
6 instruments backed by the full faith and credit of the United States Government or
7 fully insured by the United States Government or an agency thereof and shall
8 reinvest the proceeds of these instruments as they mature in similar instruments at
9 their then-current market rates. The Escrow Agent shall bear all responsibility and
10 liability for managing the Escrow Account and cannot assign or delegate its
11 responsibilities without approval of the Parties. Defendants, their counsel and
12 insurers, and the other Released Parties shall have no responsibility for, interest in,
13 or any liability whatsoever with respect to any investment or management decisions
14 executed by the Escrow Agent. The Settlement Fund shall bear all risks related to
15 the investments of the Settlement Amount in accordance with the guidelines set
16 forth in this ¶3.2.

17 3.3. The Escrow Agent shall not disburse the Settlement Fund except
18 as provided in this Stipulation, by an order of the Court, or with the written
19 agreement of Dada and JD.

20 3.4. At any time after the Court grants preliminary approval of the
21 Settlement, the Escrow Agent may, without further approval from Dada, JD, or the
22 Court, disburse at the direction of Lead Counsel up to \$150,000 from the Settlement
23 Fund prior to the Effective Date to pay Administrative Costs. After the Effective
24 Date, up to an additional \$100,000 may be transferred from the Settlement Fund to
25 pay for any reasonable and necessary Administrative Costs without further order of
26 the Court.

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1 **4. Taxes**

2 4.1. The Parties agree to treat the Settlement Fund as being at all
3 times a “qualified settlement fund” within the meaning of Treasury Regulation
4 § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made via
5 the Escrow Agent, such elections as necessary or advisable to carry out the
6 provisions of this ¶4.1, including the “relation-back election” (as defined in
7 Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections
8 shall be made in compliance with the procedures and requirements contained in
9 such regulations. It shall be the responsibility of Lead Counsel to timely and
10 properly prepare and deliver the necessary documentation for signature by all
11 necessary parties, and thereafter to cause the appropriate filing to occur. Upon
12 written request, Dada and JD will timely provide to Lead Counsel the statement
13 described in Treasury Regulation § 1.468B-3(e).

14 (a) For purposes of § 1.468B of the Internal Revenue Code of 1986,
15 as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder,
16 the “administrator” shall be Lead Counsel. Lead Counsel shall timely and properly
17 file, or cause to be filed via the Escrow Agent, all informational and other tax returns
18 necessary or advisable with respect to the Settlement Fund (including without
19 limitation the returns described in Treasury Regulation § 1.468B-2(k)). Such returns
20 (as well as the election described in this ¶4.1) shall be consistent with this ¶4.1 and
21 in all events shall reflect that all Taxes (including any estimated Taxes, interest or
22 penalties) on the income earned by the Settlement Fund shall be paid out of the
23 Settlement Fund.

24 (b) All Taxes (including any estimated Taxes, interest or penalties)
25 arising with respect to the income earned by the Settlement Fund, including any
26 taxes or tax detriments that may be imposed upon the Released Parties with respect
27 to (i) any income earned by the Settlement Fund for any period during which the
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1 Settlement Fund does not qualify as a “qualified settlement fund” for federal or state
2 income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund
3 of any taxes or tax detriments described in clause (i) (“Taxes”), and all expenses
4 and costs incurred in connection with the operation and implementation of this ¶4.1
5 (including, without limitation, expenses of tax attorneys and/or accountants and
6 mailing and distribution costs and expenses or penalties relating to filing (or failing
7 to file) the returns described in this ¶4.1) (“Tax Expenses”), shall be paid out of the
8 Settlement Fund, as appropriate. The Released Parties shall have no liability or
9 responsibility for the Taxes or the Tax Expenses. Taxes and Tax Expenses shall be
10 treated as, and considered to be, a cost of administration of the Settlement and shall
11 be timely paid out of the Settlement Fund without prior order from the Court. The
12 Escrow Agent shall be obligated (notwithstanding anything herein to the contrary)
13 to withhold from distribution to Authorized Claimants any funds necessary to pay
14 such amounts, including the establishment of adequate reserves for any Taxes and
15 Tax Expenses (as well as any amounts that may be withheld under Treasury
16 Regulation § 1.468B-2(1)(2)). The Released Parties shall have no responsibility for,
17 interest in, or any liability whatsoever with respect to the acts or omissions of Lead
18 Counsel or the Escrow Agent with respect to the foregoing provided in this ¶4.1.

19 **5. Preliminary Approval Order, Notice Order, and Settlement**
20 **Hearing**

21 5.1. As soon as practicable after execution of this Stipulation,
22 Plaintiffs shall submit this Stipulation and its exhibits to the Court and shall move
23 for preliminary approval of the Settlement set forth in this Stipulation, entry of a
24 preliminary approval order, and approval for the mailing and dissemination of
25 notice, substantially in the form of Exhibits A, A-1, A-2, A-3, and A-4. The
26 Postcard Notice (Exhibit A-4) shall inform potential Settlement Class Members of
27 the availability of the Long Notice either by first class mail, postage pre-paid, or by
28 electronic delivery. The Long Notice (Exhibit A-1) shall include the general terms

1 of the Settlement and the provisions of the Plan of Allocation, and shall set forth
2 the procedure by which recipients of the Notice may object to the Settlement or the
3 Plan of Allocation or request to be excluded from the Settlement Class. The date
4 and time of the Settlement Hearing shall be added to the Notice before it is mailed
5 or otherwise provided to Settlement Class Members.

6 5.2. At the time of the submission described in ¶5.1 hereof, Plaintiffs
7 shall request that, after the Notice is provided, the Court hold the Settlement
8 Hearing and (i) approve the Settlement as set forth herein, and (ii) enter a final order
9 and judgment substantially in the form of Exhibit B hereto, as promptly after the
10 Settlement Hearing as possible.

11 5.3. It shall be Lead Counsel's sole responsibility to disseminate the
12 Notice to the Settlement Class in accordance with this Stipulation and as ordered
13 by the Court. Defendants shall not bear any cost or responsibility for the Notice, the
14 administration, or the allocation of the settlement amount among Settlement Class
15 Members. Settlement Class Members shall have no recourse as to the Released
16 Parties with respect to any claims they may have that arise from any failure of the
17 notice process.

18 5.4. To assist in dissemination of notice, Dada will provide to Lead
19 Counsel transfer records information reasonably available to Dada concerning the
20 identity of Settlement Class Members, including any names, addresses, and email
21 addresses, to the extent email addresses are available, of Settlement Class Members
22 and nominees or custodians that exist in such transfer records ("Settlement Class
23 Information"). Dada shall provide such transfer records containing the Settlement
24 Class Information that Dada is able to obtain with reasonable efforts to Lead
25 Counsel or the Claims Administrator, at no cost to Plaintiffs or the Settlement Class,
26 within ten business (10) days after the Court signs an order preliminarily approving
27 the Settlement, in electronic searchable form, such as an Excel spreadsheet or other
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1 form as is reasonably available to Dada. The Parties acknowledge that any
2 information Dada provides to Lead Counsel or the Claims Administrator pursuant
3 to this ¶5.4 shall be treated as confidential and will be used by Lead Counsel and/or
4 the Claims Administrator solely to deliver the Notice and/or implement the
5 Settlement, including the Plan of Allocation.

6 5.5. No later than ten (10) days following the filing of this
7 Stipulation with the Court, Defendants shall serve, or cause to be served, the notice
8 required under the Class Action Fairness Act of 2005 (“CAFA”). No later than
9 twenty-one (21) days following the filing of this Stipulation with the Court, Dada
10 shall file with the Court an affidavit or declaration regarding its compliance with
11 the CAFA notice requirements.

12 **6. Releases and Covenants Not to Sue**

13 6.1. Upon the Effective Date, the Releasing Parties shall be deemed
14 to have, and by operation of the Final Judgment shall have, fully, finally, and
15 forever released, relinquished, and discharged all Released Claims against the
16 Released Parties , and shall be permanently barred and enjoined from asserting,
17 commencing, prosecuting, instituting, assisting, instigating, or in any way
18 participating in the commencement or prosecution of any action or other
19 proceeding, in any forum, asserting any Released Claim, in any capacity, against
20 any of the Released Parties, and agree and covenant not to sue any of the Released
21 Parties on the basis of any of the Released Claims or to assist any third party in
22 commencing or maintaining any suit against the Released Parties related to any
23 Released Claims, whether or not such Settlement Class Member executes and
24 delivers a Claim Form, seeks or obtains by any means, including without limitation
25 by submitting a Claim Form, a distribution from the Settlement Fund, is entitled to
26 receive a distribution under the Plan of Allocation approved by the Court, or has
27 objected to any aspect of the Stipulation or the Settlement, the Plan of Allocation,
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1 or Lead Counsel's application for an award of attorneys' fees or expenses. For the
2 avoidance of doubt, Defendants are released from any and all claims for
3 contribution or indemnity, as would otherwise be allowed by Section 21D of the
4 Exchange Act, 15 U.S.C. §78u-4(f)(7). Nothing contained herein shall, however,
5 bar the Releasing Parties from bringing any action or claim to enforce the terms of
6 this Stipulation or the Final Judgment. Nor shall anything contained herein limit or
7 release any claims Defendants may have with regard to insurance coverage that may
8 be available to them under any applicable policy. This release shall not apply to any
9 Settlement Class Members who timely and validly exclude themselves from the
10 Settlement Class.

11 6.2. Upon the Effective Date, the Released Parties shall be deemed
12 to have, and by operation of the Final Judgment shall have, fully, finally, and
13 forever released, relinquished, and discharged all claims they may have against the
14 Releasing Parties, including Settlement Class Members and Lead Counsel, related
15 to the prosecution of the Action or any other known or unknown counter-claim
16 related thereto and shall have covenanted not to sue the Releasing Parties, including
17 Settlement Class Members and Lead Counsel, with respect to any counter claim,
18 claim, or sanction related to the Released Claims, and shall be permanently barred
19 and enjoined from asserting, commencing, prosecuting, instituting, assisting,
20 instigating, or in any way participating in the commencement or prosecution of any
21 action or other proceeding, in any forum, asserting any such claim, in any capacity,
22 against any of the Releasing Parties, including Settlement Class Members and Lead
23 Counsel, and agree and covenant not to sue any of the Releasing Parties, including
24 Settlement Class Members and Lead Counsel, on the basis of any such claim or to
25 assist any third party in commencing or maintaining any suit against the Releasing
26 Parties related to any such claim. Nothing contained herein shall, however, bar the
27 Released Parties from bringing any action or claim to enforce the terms of this
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1 Stipulation or the Final Judgment. This release shall not apply to any Settlement
2 Class Members who timely and validly exclude themselves from the Settlement
3 Class.

4 6.3. The releases provided in this Stipulation shall become effective
5 immediately upon occurrence of the Effective Date without the need for any further
6 action, notice, condition, or event. The Releasing Parties shall be deemed to
7 acknowledge that, as of the Effective Date, the releases given herein shall become
8 effective immediately by operation of the Final Judgment and shall be permanent,
9 absolute, and unconditional.

10 **7. Administration and Calculation of Claims, Final Awards and**
11 **Supervision and Distribution of the Settlement Fund**

12 7.1. Under the supervision of Lead Counsel, acting on behalf of the
13 Settlement Class, and subject to such supervision and direction of the Court as may
14 be necessary or as circumstances may require, the Claims Administrator shall
15 administer and calculate the claims submitted by Settlement Class Members and
16 shall oversee distribution of the Net Settlement Fund to Authorized Claimants.
17 After the Effective Date, Lead Counsel shall apply to the Court, on notice to the
18 Parties, for the Settlement Distribution Order.

19 7.2. The Settlement Fund shall be applied as follows:

- 20 (a) To pay the Taxes and Tax Expenses described in ¶4.1
21 above;
- 22 (b) To pay Administrative Costs;
- 23 (c) To pay Lead Counsel's attorneys' fees and expenses, and
24 any Award to Plaintiffs ("Fee and Expense Award"), to the extent allowed by the
25 Court; and
- 26 (d) To distribute the balance of the Settlement Fund, that is,
27 the Settlement Fund less the items set forth in ¶¶7.2(a)-(c) hereof, plus all accrued
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1 interest, the Net Settlement Fund, to the Authorized Claimants as allowed by this
2 Stipulation, the Plan of Allocation, or the Court.

3 7.3. Upon and after the Effective Date, the Net Settlement Fund shall
4 be distributed to Authorized Claimants in accordance with the terms of the Plan of
5 Allocation set forth in the Notice and any orders of the Court. No Person shall have
6 any claims against Lead Counsel, the Claims Administrator, or any other agent
7 designated by Lead Counsel based on distribution determinations or claim
8 rejections made substantially in accordance with this Stipulation and the Settlement
9 contained herein, the Plan of Allocation, or orders of the Court. Lead Counsel shall
10 have the right, but not the obligation, to waive what it deems to be formal or
11 technical defects in any Claim Forms filed, where doing so is in the interest of
12 achieving substantial justice.

13 7.4. This is not a claims-made settlement, and if all conditions of the
14 Stipulation are satisfied and the Final Judgment becomes Final, no portion of the
15 Settlement Fund will be returned to Defendants. Defendants, their counsel, their
16 insurers, and the other Released Parties shall have no responsibility for,
17 involvement in, interest in, or liability whatsoever with respect to the investment or
18 distribution of the Net Settlement Fund, the Plan of Allocation, the determination,
19 administration, or calculation of claims, the payment or withholding of Taxes or
20 Tax Expenses, or any losses incurred in connection therewith. In no instance shall
21 any Defendant be required to pay any amount other than as specified in Paragraph
22 2.1.

23 7.5. The Claims Administrator shall administer the Settlement
24 subject to the jurisdiction of the Court and pursuant to this Stipulation and the Plan
25 of Allocation. Plaintiffs and Lead Counsel shall be solely responsible for
26 formulation of the Plan of Allocation. It is understood and agreed by the Parties that
27 any proposed Plan of Allocation of the Net Settlement Fund including, but not
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1 limited to, any adjustments to an Authorized Claimant's claim set forth therein, is
2 not a condition of this Stipulation and is to be considered by the Court separately
3 from the Court's consideration of the fairness, reasonableness, and adequacy of the
4 Settlement. Any order or proceedings relating to the Plan of Allocation, or any
5 appeal from any order relating thereto or reversal or modification thereof, shall not
6 operate to modify, terminate or cancel this Stipulation, or affect or delay the finality
7 of the Final Judgment and the releases contained therein, or any other orders entered
8 pursuant to this Stipulation.

9 7.6. Each Claimant shall be deemed to have submitted to the
10 jurisdiction of the Court with respect to the Claimant's claim, and the claim will be
11 subject to investigation and discovery under the Federal Rules of Civil Procedure,
12 provided that such investigation and discovery shall be limited to that Claimant's
13 status as a Settlement Class Member and the validity of the amount of the
14 Claimant's claim. No discovery shall be allowed on the merits of the Action or
15 Settlement in conjunction with the processing of the Claim Forms.

16 7.7. Payment pursuant to this Stipulation shall be deemed final and
17 conclusive against all Claimants. All Claimants whose claims are not approved by
18 the Court shall be barred from participating in the distribution from the Net
19 Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation
20 and the Settlement, including the terms of the Final Judgment to be entered in this
21 Action and the releases provided for herein, and will be barred from bringing any
22 action against the Released Parties concerning the Released Claims.

23 7.8. All proceedings with respect to the administration, processing,
24 and determination of claims and all controversies relating thereto, including
25 disputed questions of law and fact with respect to the validity of claims, shall be
26 subject to the jurisdiction of this Court, but shall not delay or affect the finality of
27 the Final Judgment.

1 7.9. Neither the Parties, the Released Parties, nor their counsel shall
2 have any responsibility for or liability whatsoever with respect to: (i) any act,
3 omission, or determination of the Escrow Agent or the Claims Administrator, or
4 any of their respective designees or agents, in connection with the administration of
5 the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination,
6 administration, calculation, or payment of any claims asserted against the
7 Settlement Fund; (iv) any losses suffered by, or fluctuations in the value of, the
8 Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or
9 costs incurred in connection with the taxation of the Settlement Fund or the filing
10 of any returns.

11 **8. Lead Counsel’s Attorneys’ Fees and Reimbursement of Expenses**

12 8.1. Lead Counsel may submit an application or applications (“Fee
13 and Expense Application”) for distributions from the Settlement Fund to Lead
14 Counsel for a Fee and Expense Award consisting of: (i) an award of attorneys’ fees
15 from the Settlement Fund; (ii) reimbursement of actual costs and expenses,
16 including the fees and expenses of any experts or consultants, incurred in
17 connection with prosecuting the Action; and (iii) an Award to Plaintiffs as
18 reimbursement to Plaintiffs for their time and expenses in connection with the
19 Action. Defendants shall take no position with respect to the Fee and Expense
20 Application. Lead Counsel’s Fee and Expense Application is not the subject of any
21 agreement between Defendants and Plaintiffs other than what is set forth in this
22 Stipulation.

23 8.2. Any attorneys’ fees, costs and expenses awarded to Lead
24 Counsel by the Court shall be paid to Lead Counsel from the Escrow Account
25 immediately upon entry of the Court’s order approving the Fee and Expense Award,
26 notwithstanding the existence of any timely filed objections to any Fee and Expense
27 Award, or potential for appeal therefrom, or collateral attack on the Settlement or
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1 any part thereof, and subject to Lead Counsel's obligation to make appropriate
2 refunds or repayments to the Settlement Fund, plus interest earned thereon, within
3 thirty (30) days if and when the Settlement is terminated in accordance with its
4 terms or, as a result of any appeal and/or further proceedings on remand, or
5 successful collateral attack, the Fee and Expense Award is reduced.

6 8.3. The procedure for, and allowance or disallowance by the Court
7 of, the Fee and Expense Application are not conditions of the Settlement set forth
8 in this Stipulation and are to be considered by the Court separately from the Court's
9 consideration of the fairness, reasonableness, and adequacy of the Settlement. Any
10 order or proceeding relating to the Fee and Expense Application, or any objection
11 to, motion regarding, or appeal from any order or proceeding relating thereto or
12 reversal or modification thereof, shall not operate to modify, terminate or cancel
13 this Stipulation, or affect or delay the finality of the Final Judgment or the releases
14 contained therein or any other orders entered pursuant to this Stipulation.

15 8.4. Any Fee and Expense Award paid to Lead Counsel or Award to
16 Plaintiffs shall be paid solely from the Settlement Fund and shall reduce the
17 settlement consideration paid to the Settlement Class accordingly. Defendants and
18 the Released Parties shall not have any responsibility for payment of Lead
19 Counsel's attorneys' fees and expenses or other award to Plaintiffs beyond the
20 obligation of Dada and/or JD to fund, or cause to be funded, the Settlement Amount
21 as set forth in ¶2.1 above. The Defendants and the Released Parties shall have no
22 responsibility for, and no liability whatsoever with respect to, any payments to Lead
23 Counsel, Plaintiffs, the Settlement Class and/or any other Person who receives
24 payment from the Settlement Fund.

25 **9. Class Certification**

26 9.1. The Settling Parties agree that the Court should certify the
27 Settlement Class for purposes of this Settlement only. For purposes of this
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1 Settlement only, in connection with the Final Judgment, Defendants consent to (i)
2 the appointment of Plaintiffs as class representatives, (ii) the appointment of Lead
3 Counsel as class counsel, and (iii) the certification of the Settlement Class pursuant
4 to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

5 9.2. In the event that the Final Judgment does not become Final or
6 the Settlement fails to become effective for any reason, the Settlement Class shall
7 be decertified without prejudice, and the Settling Parties shall revert to their pre-
8 settlement positions.

9 **10. Conditions of Settlement, Effect of Disapproval, Cancellation or**
10 **Termination**

11 10.1. Plaintiffs, on behalf of the Settlement Class, and Dada and JD
12 shall each have the right to terminate the Settlement and Stipulation by providing
13 written notice of their election to do so (“Termination Notice”) to all other Settling
14 Parties within ten (10) Business Days of:

15 (a) entry of a Court order declining to enter the Preliminary
16 Approval Order in all material respects;

17 (b) entry of a Court order refusing to approve this Stipulation
18 in all material respects;

19 (c) entry of a Court order declining to enter the Final
20 Judgment in all material respects, provided, however, that this Settlement is
21 expressly not conditioned on the Court’s approval of the proposed Plan of
22 Allocation, nor on the Court’s approval of Lead Counsel’s Fee and Expense
23 Application, nor on the Court’s approval of any Fee and Expense Award or Award
24 to Plaintiffs, and any change in the Judgment relating to these items shall not be
25 considered a material change;

26 (d) entry of a Court order refusing to dismiss the Action with
27 prejudice; or
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1 (e) entry of an order by which the Final Judgment is modified
2 or reversed in any material respect by any appeal or review.

3 10.2. If the Settlement Amount is not paid into the Escrow Account,
4 in accordance with ¶2.1 of this Stipulation, then Plaintiffs, on behalf of the
5 Settlement Class, shall have the right to: (a) terminate the Settlement and Stipulation
6 by providing written notice to Dada and JD at any time prior to the Court's entry of
7 the Final Judgment; or (b) enforce the terms of the Settlement and this Stipulation
8 and seek a judgment effecting the terms herein.

9 10.3. If, prior to the Settlement Hearing, Persons who otherwise
10 would be Settlement Class Members have filed with the Court valid and timely
11 request for exclusion from the Settlement Class in accordance with the applicable
12 provision of the Preliminary Approval Order and the Notice, and such persons in
13 the aggregate have purchased or otherwise acquired publicly traded Dada ADSs in
14 an amount that equals or exceeds the sum specified in a separate supplemental
15 agreement between the Settling Parties ("Supplemental Agreement"), Dada and JD
16 each shall have the option, but not the obligation, to terminate this Stipulation in
17 accordance with the procedures set forth in the Supplemental Agreement. The
18 Supplemental Agreement is confidential and will not be filed with the Court unless
19 the Court so requests, or a dispute arises among the Settling Parties concerning its
20 interpretation or application, in which case the Settling Parties will take reasonable
21 steps to assure the Supplemental Agreement is filed under seal or submitted for *in*
22 *camera* review, subject to the Court's approval and direction. The Settling Parties
23 will file a statement identifying the existence of the Supplemental Agreement
24 pursuant to Federal Rule of Civil Procedure 23(e)(3). Copies of all requests for
25 exclusion received, together with copies of all revocations of request for exclusion
26 (if any), shall be delivered to Dada's and JD's Counsel within five (5) days of
27 receipt thereof.
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1 10.4. If any Settling Party engages in a material breach of the terms
2 hereof, any other Settling Party, provided that it is in substantial compliance with
3 the terms of this Stipulation, may terminate this Stipulation on notice to all the
4 Settling Parties.

5 10.5. The Effective Date of this Stipulation shall not occur unless and
6 until each of the following events occurs, and it shall be the date upon which the
7 last in time of the following events occurs:

8 (a) The Court has entered the Preliminary Approval Order
9 attached hereto as Exhibit A or an order containing materially the same terms;

10 (b) Payment of the Settlement Amount has been made into
11 the Escrow Account;

12 (c) Neither Dada nor JD has exercised its option to terminate
13 the Settlement pursuant to ¶10.3 and the Supplemental Agreement, and the option
14 to do so has expired in accordance with the terms of this Stipulation and the
15 Supplemental Agreement;

16 (d) The Court has approved the Settlement, following notice
17 to the Settlement Class and the Settlement Hearing, and has entered the Final
18 Judgment;

19 (e) The Action has been dismissed with prejudice; and

20 (f) The Final Judgment, which shall be in all material
21 respects substantially in the form set forth in Exhibit B annexed hereto, has been
22 entered by the Court and has become Final as defined in ¶1.18; or in the event that
23 an Alternative Judgment has been entered, the Alternative Judgment has become
24 Final.

25 10.6. Upon the occurrence of the Effective Date, any and all interest
26 or right of Dada and JD in or to the Settlement Fund, shall be absolutely and forever
27 extinguished, except as set forth in this Stipulation.
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1 10.7. In the event that some or all of the conditions specified in ¶10.5
2 above are not met, the Settling Parties may agree in writing nevertheless to proceed
3 with this Stipulation and Settlement. However, none of the Settling Parties, or any
4 of them, shall have any obligation whatsoever to proceed under any terms other
5 than those provided for and agreed herein.

6 10.8. In the event the Stipulation shall terminate, or be canceled, or
7 shall not become effective for any reason, the Parties, the Releasing Parties, and
8 the Released Parties shall be restored to their respective positions in the Action
9 immediately prior to August 30, 2024, and they shall proceed in all respects as if
10 the Stipulation had not been executed and the related orders had not been entered,
11 and in that event all of their respective claims and defenses as to any issue in the
12 Action shall be preserved without prejudice.

13 10.9. In the event that the Stipulation is not approved by the Court or
14 the Settlement set forth in this Stipulation is terminated or fails to become effective
15 in accordance with its terms, the terms and provisions of this Stipulation, except as
16 otherwise provided herein, shall have no further force and effect with respect to the
17 Parties, the Releasing Parties, or the Released Parties and shall not be used in the
18 Action or in any other proceeding for any purpose, and any judgment or order
19 entered by the Court in accordance with the terms of this Stipulation shall be treated
20 as vacated, *nunc pro tunc*.

21 10.10. In the event the Stipulation shall be terminated, or be canceled,
22 or is incapable of becoming effective for any reason, within ten (10) Business Days
23 after the occurrence of such event, the Settlement Fund (less taxes already paid and
24 any Administrative Costs which have either been disbursed or are determined to be
25 chargeable) shall be refunded by the Escrow Agent to Dada or JD or such entity as
26 Dada or JD directs, as applicable, plus accrued interest attributable to that amount,
27 by check or wire transfer pursuant to written instructions from Dada's and JD's
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1 Counsel. At the request of Dada or JD, the Escrow Agent or its designee shall apply
2 for any tax refund owed on the Settlement Fund and pay the proceeds, after
3 deduction of any fees or expenses incurred in connection with such application(s)
4 for refund, to Dada or JD or such entity as Dada or JD directs, as applicable,
5 pursuant to written direction from Dada or JD.

6 10.11. No order of the Court or modification or reversal on appeal of
7 any order of the Court or motion for reconsideration, appeal, petition for a writ of
8 *certiorari* or its equivalent concerning the Plan of Allocation, the Fee and Expense
9 Application, the Fee and Expense Award, or the Award to Plaintiffs shall in any
10 way delay or preclude the Effective Date or constitute grounds for cancellation or
11 termination of the Stipulation.

12 **11. No Admission of Liability or Wrongdoing**

13 11.1. The Settling Parties covenant and agree that neither this
14 Stipulation, whether or not consummated, (nor the Settlement contained therein),
15 nor any of its terms and provisions, nor any of the negotiations, documents, or
16 proceedings connected with them, is evidence, or an admission or concession by
17 any Party or their counsel, any Settlement Class Member, or any of the Released
18 Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or claims
19 alleged or asserted or that could have been alleged or asserted in the Action, or any
20 other actions or proceedings, or as to the validity or merit of any of the claims or
21 defenses alleged or asserted in any such action or proceeding. This Stipulation is
22 not a finding or evidence of the validity or invalidity of any claims or defenses
23 alleged or asserted or could have been alleged or asserted in the Action, any
24 wrongdoing by any Party, Settlement Class Member, or any of the Released Parties,
25 or any damages or injury to any Party, Settlement Class Member, or any Released
26 Parties. Neither this Stipulation, nor any of the terms and provisions of this
27 Stipulation, nor any of the negotiations or proceedings in connection therewith, nor
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1 any of the documents or statements referred to herein or therein, nor the Settlement,
2 nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in
3 connection therewith, (a) shall (i) be argued to be, used or construed as, offered or
4 received in evidence as, or otherwise constitute an admission, concession,
5 presumption, proof, evidence, or a finding of any, liability, fault, wrongdoing,
6 injury or damages, or of any wrongful conduct, acts or omissions on the part of any
7 Released Party, or of any infirmity of any defense, or of any damages to Plaintiffs
8 or any Settlement Class Member, or (ii) otherwise be used to create or give rise to
9 any inference or presumption against any of the Released Parties concerning any
10 fact or any purported liability, fault, or wrongdoing of the Released Parties or any
11 injury or damages to any person or entity, or (b) shall otherwise be admissible,
12 referred to or used in any proceeding of any nature, for any purpose whatsoever,
13 other than such proceedings as may be necessary to effectuate the provisions of this
14 Stipulation; provided, however, that this Stipulation, the documents related hereto,
15 or the Final Judgment may be introduced in any proceeding, whether in the Court
16 or otherwise, as may be necessary to enforce the Settlement or Final Judgment, to
17 effectuate the liability protection granted hereunder, to support a defense or
18 counterclaim based on principles of *res judicata*, collateral estoppel, release, good
19 faith settlement, judgment bar or reduction, offset or any other theory of claim
20 preclusion or issue preclusion or similar defense or counterclaim, or as otherwise
21 required by law.

22 11.2. Nothing in this Stipulation constitutes or reflects a waiver or
23 release of any rights or claims of Dada or JD against their respective insurers, or
24 insurers' subsidiaries, predecessors, successors, assigns, affiliates, or
25 representatives. Nothing in this Stipulation constitutes or reflects a waiver or release
26 of any rights or claims relating to indemnification, advancement, or any
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1 undertakings by an indemnified party to repay amounts advanced or paid by way of
2 indemnification or otherwise.

3 **12. Miscellaneous Provisions**

4 12.1. Except in the event of the provision of a Termination Notice
5 pursuant to ¶10 of this Stipulation, the Settling Parties shall take all actions
6 necessary to consummate this agreement; and agree to cooperate with each other to
7 the extent reasonably necessary to effectuate and implement all terms and
8 conditions of the Stipulation.

9 12.2. The Settling Parties and their counsel represent that they will not
10 encourage or otherwise influence (or seek to influence) in any way whatsoever any
11 Settlement Class Members to request exclusion from, or object to, the Settlement.

12 12.3. Each of the attorneys executing this Stipulation, any of its
13 exhibits, or any related settlement documents on behalf of any Settling Party hereto
14 hereby warrants and represents that he or she has been duly empowered and
15 authorized to do so by the Settling Party he or she represents.

16 12.4. Plaintiffs and Lead Counsel represent and warrant that Plaintiffs
17 are Settlement Class Members and none of Plaintiffs' claims or causes of action
18 against one or more Defendants in the Action, or referred to in this Stipulation, or
19 that could have been alleged against one or more Defendants in the Action have
20 been assigned, encumbered or in any manner transferred in whole or in part.

21 12.5. This Stipulation constitutes the entire agreement between the
22 Settling Parties related to the Settlement and supersedes any prior agreements. No
23 representations, warranties, promises, inducements or other statements have been
24 made to or relied upon by any Settling Party concerning this Stipulation, other than
25 the representations, warranties and covenants expressly set forth herein. Plaintiffs,
26 on behalf of themselves and the Settlement Class, acknowledge and agree that any
27 and all other representations and warranties of any kind or nature, express or
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1 implied, are specifically disclaimed and were not relied upon in connection with
2 this Stipulation. In entering this Stipulation, the Settling Parties relied solely upon
3 their own knowledge and investigation. Except as otherwise provided herein, each
4 Settling Party shall bear his, her, or its own costs.

5 12.6. This Stipulation may not be modified or amended, nor may any
6 of its provisions be waived, except by a writing signed by all Settling Parties or their
7 counsel or their respective successors in interest.

8 12.7. This Stipulation shall be binding upon, and shall inure to the
9 benefit of, the Parties and their respective agents, successors, executors, heirs, and
10 assigns.

11 12.8. The Released Parties who do not appear on the signature lines
12 below are acknowledged and agreed to be third party beneficiaries of this
13 Stipulation and Settlement.

14 12.9. The headings herein are used for the purpose of convenience
15 only and are not meant to have legal effect.

16 12.10. This Stipulation may be executed in any number of counterparts
17 by any of the signatories hereto and the transmission of an original signature page
18 electronically (including by facsimile or portable document format) shall constitute
19 valid execution of the Stipulation as if all signatories hereto had executed the same
20 document. Copies of this Stipulation executed in counterpart shall constitute one
21 agreement.

22 12.11. This Stipulation, the Settlement, and any all disputes arising out
23 of or relating in any way to this Stipulation, whether in contract, tort or otherwise,
24 shall be governed by and construed in accordance with the laws of the State of
25 California without regard to conflict of laws principles.

26 12.12. The Court shall retain jurisdiction with respect to the
27 implementation and enforcement of the terms of this Stipulation, and all Parties
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1 hereto submit to the jurisdiction of the Court for purposes of implementing and
2 enforcing the Settlement embodied in this Stipulation.

3 12.13. The Stipulation shall not be construed more strictly against one
4 Settling Party than another merely by virtue of the fact that it, or any part of it, may
5 have been prepared by counsel for one of the Settling Parties, it being recognized
6 that it is the result of arm's-length negotiations between the Settling Parties, and all
7 Settling Parties have contributed substantially and materially to the preparation of
8 this Stipulation.

9 12.14. Plaintiffs, Lead Counsel, and the attorneys, staff, experts, and
10 consultants assisting them in this Action agree that (a) they will not intentionally
11 assist or cooperate with any person or entity in the pursuit of legal action related to
12 the Released Claims against the Released Parties, (b) they will not intentionally
13 assist or cooperate with any person or entity seeking to publicly disparage or
14 economically harm the Released Parties with respect to any matter relating to the
15 subject matter this Action, and (c) they will not discuss any confidential matters
16 related to this Action or the Settlement with anyone, and (d) they will not make any
17 accusations of wrongful or actionable conduct by any party concerning the
18 prosecution, defense, and resolution of the Action, and shall not otherwise suggest
19 that the settlement embodied in this Stipulation constitutes an admission of any
20 claim or defense alleged. The Parties reserve their right to rebut, in a manner that
21 such party determines to be appropriate, any contention made in any public forum
22 regarding the Action, including that the Action was brought or defended in bad faith
23 or without a reasonable basis.

24 12.15. All agreements by, between or among the Parties, their counsel
25 and their other advisors as to the confidentiality of information exchanged between
26 or among them shall remain in full force and effect, and shall survive the execution
27 and any termination of this Stipulation and the final consummation of the
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1 Settlement, if finally consummated, without regard to any of the conditions of the
2 Settlement.

3 12.16. The Settling Parties shall not assert or pursue any action, claim
4 or rights that any Party violated any provision of Rule 11 of the Federal Rules of
5 Civil Procedure and/or the Private Securities Litigation Reform Act of 1995 in
6 connection with the Action, the Settlement, or the Stipulation. The Parties agree
7 that the Action was resolved in good faith following arm's-length bargaining, in
8 full compliance with applicable requirements of good faith litigation under the
9 Exchange Act, Rule 11 of the Federal Rules of Civil Procedure, and/or the Private
10 Securities Litigation Reform Act of 1995.

11 12.17. Any failure by any of the Settling Parties to insist upon the strict
12 performance by any other Settling Party of any of the provisions of the Stipulation
13 shall not be deemed a waiver of any of the provisions hereof, and such Settling
14 Party, notwithstanding such failure, shall have the right thereafter to insist upon the
15 strict performance of any and all of the provisions of this Stipulation to be
16 performed by the other Parties to this Stipulation.

17 12.18. The waiver, express or implied, by any Settling Party of any
18 breach or default by any other Settling Party in the performance of such Settling
19 Party of its obligations under the Stipulation shall not be deemed or construed to be
20 a waiver of any other breach, whether prior, subsequent, or contemporaneous, under
21 this Stipulation.

22 12.19. The Settling Parties reserve the right, subject to the Court's
23 approval, to make any reasonable extensions of time that might be necessary to
24 carry out any of the provisions of this Stipulation.

25 12.20. Whether or not this Stipulation is approved by the Court and
26 whether or not the settlement embodied in this Stipulation is consummated, the
27 Settling Parties and their counsel shall use their best efforts to keep all negotiations,
28

1 discussions, acts performed, agreements, drafts, documents signed and proceedings
2 had in connection with this Stipulation confidential. Notwithstanding the foregoing,
3 the Parties agree that this Stipulation may be filed publicly as part of any motion
4 for preliminary or final approval of the settlement.

5 **IN WITNESS WHEREOF**, the Settling Parties have executed this
6 Stipulation by their undersigned counsel effective as of the date set forth below.

7
8 Dated: October 14, 2024

THE ROSEN LAW FIRM, P.A.

9
10 /s/ Phillip Kim

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28

1 Dated: October 14, 2024

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2
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12
13 All signatories listed, and on whose behalf the filing is submitted, concur in the
14 filing's content and have authorized the filing.